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Ranjit N. Notani

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EXAMINER

SWARTZ, JAMIE H

ART UNIT

PAPER NUMBER

3684

NOTIFICATION DATE

DELIVERY MODE

12/03/2009

ELECTRONIC

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

Notice of the Office communication was sent electronically on above-indicated "Notification Date" to the following e-mail address(es):

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<b>Office Action Summary</b>	<b>Application No.</b> 09/971,718	<b>Applicant(s)</b> NOTANI ET AL.	
	<b>Examiner</b> JAMIE H. SWARTZ	<b>Art Unit</b> 3684	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☐ Responsive to communication(s) filed on 25 August 2009.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-31 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-31 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |   |   |
|---|---|
| 1) <input type="checkbox"/> Notice of References Cited (PTO-892)                    | 4) <input type="checkbox"/> Interview Summary (PTO-413)           |
| 2) <input type="checkbox"/> Notice of Draftperson's Patent Drawing Review (PTO-948) | Paper No(s)/Mail Date. _____                                      |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)         | 5) <input type="checkbox"/> Notice of Informal Patent Application |
| Paper No(s)/Mail Date _____   | 6) <input type="checkbox"/> Other: _____                          |

## **DETAILED ACTION**

### ***Status***

1. This action is in response to the amendment filed on August 25, 2009. Claims 1-31 are pending. Claims 1, 11, 21, and 31 are amended. No claims have been added. Claims 32-50 were previously cancelled.

### ***Response to Arguments***

2. Applicant's arguments filed 8/25/2009 have been fully considered but they are not persuasive.

3. The applicant disagrees with the examiners assertion of the broadest reasonable interpretation of the term meta-model. In order to use the logic of broadest reasonable interpretation the examiner must use it in light of the specification. The applicant also fails to point out why the meta-model could not mean a description of the structure of what data fields are included in the agreement. The use of meta-model "to mean a description of the structure of what data fields are included in the agreement" is consistent with the specification. The applicant argues that meta-model in the specification page 7, lines 13-15 is clearly defined. Though the examiner does agree with the applicant that the term "meta-model" does occur in the specification the examiner asserts that the term is not defined in a way to allow one of ordinary skill in the art to use the invention. The definition, as pointed out by the applicant, as stated in the specification is abstract and vague. Trying to see if something is used or is not used as

Art Unit: 3684

a "meta-model" element is not clearly defined. The term "meta-model" is abstract and value in its own nature. Though the applicant believes this definition causes the claims to be clear the examiner asserts that the definition is still vague. The examiner asserted a definition to the phrase "meta-model" to be a description of the structure of what data fields are included in the agreement for examination purposes. A complete examination of a patent cannot be done without a clear definition of the terms used in the application. The definition asserted by the examiner is based on a broadest reasonable interpretation. The examiner is not saying that the invention has to be specifically a description of the structure of what data fields are included in the agreement. The examiner said that the applicant "appeared" to use "meta-model" to mean a description of the structure of what data fields are included in the agreement. The purpose of stating that it was viewed as a trading partner agreement was to show how the claims were being interpreted by the examiner. Based on how a "meta-model" is defined in the specification and in the claims the examiner asserted that this "meta-model" could be a description of the structure of what data fields are included in the agreement. The applicant even argues "a meta-model element containing at least the further limitation 'each capable of being negotiated by two or more enterprises and incorporated into a negotiated meta-model' is supported by the specification. A description of the structure of what data fields are included in the agreement can be negotiated by two or more enterprises and incorporated into a negotiated trading partner agreement. The applicant fails to disclose which portions of the "meta-model" as set forth by the specification negate the assertion of a description of the structure of what data fields are included in

Art Unit: 3684

the agreement. The applicant fails to specifically mention one limitation of a "meta-model" that causes a description of the structure of what data fields are included in the agreement to not be a "meta-model." On page 16 of applicants arguments that applicant argues that by stating that a "meta-model may contain XML data or any other suitable type of software-readable data" doesn't mean that it does contain that data. The word "may" is not a definite. The examiner disagrees with any and all assertions that the definition of a meta-model is clear within the specification. Looking at claim 1, "each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between two or more enterprises..." thus each of the one or more descriptions of a trading partner agreement elements is incorporated into a negotiated description of a trading partner agreement that describes an agreement between two or more enterprises. It appears that the applicant is claiming a description of a description. How does one negotiated a description? How does one collaborate a description?

4. The specification does not clearly differentiate and define each use of the term meta-model in a way to allow one of ordinary skill in the art to use the invention. Since the term "meta-model" is not clearly defined the repetitious use of the term does not help to clearly define the various uses of the term. The examiner respectfully asserts that stating the various locations of the terms that are used in the spots that they are used in the claims does not help to define the terms. The examiner also respectfully asserts that the applicant has failed to show locations within the specification where the

Art Unit: 3684

applicant believes that the different uses might be defined in such a way for one of ordinary skill in the art to use the invention.

5. The applicant argues on page 21 of applicants arguments that Brodsky doesn't teach "receiving an indication that two or more enterprises with to negotiate a standard for collaborations between the two or more enterprises.... providing the two or more enterprises access to the set of one or more meta-model elements... and communicating the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model." The examiner respectfully disagrees. As what was previously stated by the examiner a meta-model is read as a description of the structure of what data fields are included in the agreement. Based on the broadest reasonable interpretation as used by the examiner receiving an indication that two or more enterprises with to negotiate a standard for collaborations between the two or more enterprises is clearly shown in (¶ 2490). And is further showed by the applicant that Brodsky teaches "sharing of calendars, collective writing, e-mail handling, shared database access, and electronic meetings, video conferencing, and other activities." Brodsky teaches the shared use of collaborative tools. In ¶ 2503 Brodsky providing access to a description of the structure of what data fields are included in the agreement as well as communicating the negotiated structure to the enterprises for collaborations between the enterprises.

Art Unit: 3684

6. The applicant argues on page 22 of applicants arguments that "Brodsky on which the Examiner relies to disclose these elements provides no mention of meta-model elements or of a negotiated meta-model." The examiner respectfully disagrees. As the applicant can be their own lexicographer the applicant can define their own terms. Thus the applicant only merely needs to define their terms in such away that would allow one of ordinary skill in the art to use it. The applicant has used terminology in which the examiner has used the broadest reasonable interpretation in the art in view of the specification. The examiner is not required to find art that uses the exact words "meta-model" and "negotiated meta-model."

***Claim Rejections - 35 USC § 112***

7. The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

8. Claims 1-31 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

9. Regarding claims 1-31, the phrase "meta-model" renders the claim indefinite because it is unclear what the applicant means to be a meta-model. The applicant states in the specification that a "meta-model" describes a trade partner agreement. The examiner is reading meta-model to mean a description of the structure of what data fields are included in the agreement. Such as the uses in EDI and DTD.

***Claim Rejections - 35 USC § 102***

10. The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

11. Claims 1-31 are rejected under 35 U.S.C. 102(e) as being anticipated by Brodsky et al. (US 20020046294 A1).

12. Referring to Claim 1, Brodsky teaches a storage medium stored therein a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between two or more enterprises as to collaborations between the two or more enterprises, each of the one or more meta- model element comprising data describing a standard for collaboration between the two or more enterprises (§§ 111-131, 141, 146, 168, 90).

Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§§ 2490). Brodsky teaches provide the two or more enterprises access to the set of one or more meta-model elements (§§ 2503). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model,



Art Unit: 3684

the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§§ 2503).

13. Referring to Claim 2, Brodsky teaches wherein the meta-model negotiation service is configured to communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (§§ 16, 2496, 17, 90, 146, 84).

14. Referring to Claim 3, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (§§ 59, 1115, 1290).

Art Unit: 3684

15. Referring to Claim 4, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

16. Referring to Claim 5, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).

17. Referring to Claim 6, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§ 1344-1363).

Art Unit: 3684

18. Referring to claim 7, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNs) (§ 2490, 2503)

19. Referring to Claim 8, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§ 2487).

20. Referring to Claim 9, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

21. Referring to Claim 10, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

22. Referring to Claim 11, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a

Art Unit: 3684

standard for collaboration between the two or more enterprises (§§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§§ 2503).

23. Referring to Claim 12, Brodsky teaches communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (§§ 16, 2496, 17, 90, 146, 84).

24. Referring to Claim 13, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of

Art Unit: 3684

the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (§ 59, 1115, 1290).

25. Referring to Claim 14, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

26. Referring to Claim 15, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).

Art Unit: 3684

27. Referring to Claim 16, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§§ 1344-1363).

28. Referring to claim 17, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNS) (§§ 2490, 2503)

29. Referring to Claim 18, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§§ 2487).

30. Referring to Claim 19, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§§ 18-21, 79).

31. Referring to Claim 20, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§§ 42, 2503, 792).

32. Referring to Claim 21, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§§ 2490, abstract). Brodsky teaches providing the two or more enterprises access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an

Art Unit: 3684

agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a standard for collaboration between the two or more enterprises (§§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§§ 2503).

33. Referring to Claim 22, Brodsky teaches communicate the negotiated meta-model to collaboration software of the enterprises, the collaboration software configured to understand and collaborate according to the negotiated meta-model substantially automatically and substantially independent of modification to the collaboration software subsequent to negotiation of the meta-model (§§ 16, 2496, 17, 90, 146, 84).

Art Unit: 3684

34. Referring to Claim 23, Brodsky teaches wherein the agreement associated with the negotiated meta-model is machine-actionable at the collaboration software of the enterprises and reflects a private, differentiated standard for collaboration customized for particular needs of the enterprises (§ 59, 1115, 1290).

35. Referring to Claim 24, Brodsky teaches wherein each of the one or more meta-model elements within the set comprise one or more of the following: role types; dimensions each comprising a supply chain element; dimensionalities each comprising a combination of supply chain elements; access of particular role types to particular dimensionalities; collaborative transaction types relative to particular dimensionalities; shared operations visible to the at least two enterprises; temporal structures of collaborative transactions (§ 36, 2493, 2488, 55, 25, 36, 2493, 23, 107).

36. Referring to Claim 25, Brodsky teaches wherein each of the one or more meta-model elements specifying a collaborative transaction type relative to a particular dimensionality comprises one or more of the following: structure of the transaction; data elements associated with the transaction; a state model describing a life cycle of the transaction; access that a role type has to data elements of the transaction relative to a state of the transaction; actions that a role type can execute on the transaction relative to a state of the transaction; whether the transaction is a system of record or whether synchronization must occur with another system of record (§ 248, 2493, 125, 123, 183, 193).



37. Referring to Claim 26, Brodsky teaches wherein the set of the one or more meta-model elements is specified in a template (§ 1344-1363).

38. Referring to claim 27, Brodsky teaches wherein the meta-model negotiation service comprises a joint business planning network service (JBPNs) (§ 2490, 2503)

39. Referring to Claim 28, Brodsky teaches wherein the meta-model negotiation service is associated with a network service provider through which the enterprises can negotiate the set of one or more meta-model elements (§ 2487).

40. Referring to Claim 29, Brodsky teaches wherein the negotiated meta-model is represented using extensible markup language (XML) (§ 18-21, 79).

41. Referring to Claim 30, Brodsky teaches wherein a collaboration comprises execution of a business process or transaction according to the negotiated meta-model (§ 42, 2503, 792).

42. Referring to Claim 31, Brodsky teaches receive an indication that two or more enterprises wish to negotiate a standard for collaborations between the two or more enterprises (§ 2490, abstract). Brodsky teaches providing the two or more enterprises

Art Unit: 3684

access to a set of one or more meta-model elements, each of the one or more meta-model elements is incorporated into a negotiated meta-model that describes an agreement between the two or more enterprises as to collaborations between the two or more enterprises, each meta-model element in the set comprising data describing a standard for collaboration between the two or more enterprises (§§ 111-131, 146, 168, 141, 90). Brodsky teaches receive selections of one or more of the meta-model elements for negotiation and incorporation into a negotiated meta-model, the negotiated meta-model describing an agreement between the enterprises as to collaborations between the two or more enterprises (§§ 78, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches facilitate negotiation of the selected meta-model elements between the two or more enterprises (§§ 2490, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches incorporate negotiated meta-model elements into the negotiated meta-model for collaborations between the two or more enterprises (§§ 2503, 36, 2493, 2488, 55, 25, 23, 107). Brodsky teaches communicate the negotiated meta-model to the two or more enterprises for collaborations between the two or more enterprises according to the standard for collaborations in the negotiated meta-model (§§ 2503).

### ***Conclusion***

43. **THIS ACTION IS MADE FINAL.** Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within

Art Unit: 3684

TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the mailing date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to JAMIE H. SWARTZ whose telephone number is (571)272-7363. The examiner can normally be reached on 8:00am-4:30pm Monday-Friday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kambiz Abdi can be reached on (571)272-6702. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

Application/Control Number: 09/971,718  
Art Unit: 3684

Page 19

/J. H. S./  
Examiner, Art Unit 3684

/Susanna M. Diaz/

Primary Examiner, Art Unit 3684